offer a commission or bonus to a purchasing agent, is not repugnant either to the Constitution of the United States or the Constitution of the State of New York. Such provision is not class legislation; it does not interfere with legitimate liberty of contract; and it is within the police power of a state.

The court said: "The evil aimed at is in the service of two masters whose interests are necessarily and forever antagonistic.

But if the bonus or commission paid to another's agent is fully known to the employer of such agent, how can we say that this is a secret commission and that the employer has been dealt with treacherously and betrayed? Much of the world's business has been in the course of years adjusted to conditions which involved and even necessitate the giving of tips, so-called. The tips to barbers, to stewards on ocean steamships, to waiters in hotels and restaurants, and to porters on parlor cars are within the knowledge of all who have the least familiarity with these branches of business. No one can successfully contend that there is any fraud or deception lurking in these transactions, or that anybody is injured, whether the employer or employee or the customer. When these so-called gratuities are definitely contemplated from the beginning and are regarded as a necessary and inevitable feature of certain business transactions, and made so by a custom which has almost ripened into law, such business as a whole becomes firmly adjusted to the giving and receiving of such gratuities. * * *

The statute in the case at bar divests no property and harms no vested right. It is not in any sense class legislation, because it applies generally to all workers in a certain definite occupation. Such customs of trade as are denounced by this statute are demoralizing to society."

Bankruptcy—Widow's Allowance—In the Matter of Charles M. Scott, 35 A. B. R. 746.—Where a bankrupt, who has made a general assignment for the benefit of creditors within four months of bankruptcy, dies before the proceeds of his estate are distributed to creditors, his widow is entitled under section 8 of the Bankruptcy Act to the share allowed her under the state statute.

In the principal case the court said: "Hull *v.* Dicks, 235 U. S. 584, 34 Am. B. R. 1, 35 Sup. Ct. 152, is authority for sustaining the award unless Scott's assignment for the benefit of creditors makes a difference. But the Bankruptcy Act is of national scope and paramount authority. True, a general assignment for the benefit of creditors is not forbidden. It is an act of bankruptcy, regardless of solvency; but neither the debtor nor his creditors are bound thereupon to resort to the national courts. And so, pending a petition in bankruptcy within the succeeding four months, the assignment may be said to be only voidable; but the moment national jurisdiction attaches, the assignment is absolutely void, no one, pending the attach-

ment of national jurisdiction, can obtain any rights through or under the assignee, who stands, not as a purchaser, but only as the agent of the debtor, and the trustee in bankruptcy takes title from the debtor under the Act the same as if the assignment had never been made. Collier on Bankruptcy, § 70, subd. 4; Remington on Bankruptcy, §§ 1606-1608; West Co. *v.* Lea, 174 U. S. 590, 2 Am. B. R. 463, 19 Sup. Ct. 836, 43 L. Ed. 1098; Bryan *v.* Bernheimer, 181 U. S. 188, 5 Am. B. R. 623, 21 Sup. Ct. 557, 45 L. Ed. 814."

Will—Execution in Presence of Blind Testator.—The supreme court of North Carolina (In re Allred's Will, 86 S. E. 1047), held that the will of a blind man, signed by the witnesses only four feet from him, while he had opportunity to know by the sense of hearing that they were signing the paper which he had signed, the witnesses testifying that he knew they signed the will in his presence, was not invalid as having been signed by the witnesses out of the presence of the testator. The court said an attestation in the same room where a blind testator is, while his intellect and hearing remain unimpaired, and he is conscious of what is going on about him, is a sufficient signing in his presence. The court said on this point:

There was at one time a disposition to give a restricted meaning to the term "in the presence of the testator," and to hold that it meant "in the sight of or within the scope of the vision," but, as it was soon seen that this narrow construction would prevent a blind man from making a will, and that it excluded the operation of the other senses, except that of sight, a broader and more liberal construction has been generally adopted, and it is now well settled that a blind man may know of the presence of the witness without sight, and that he may make a will. Bynum *v.* Bynum, 33 N. C. 632; Underhill on Wills, vol. 1, p. 267; Ray *v.* Hill, 3 Strob. (S. C.), 302, 49 Am. Dec. 647; Reynolds *v.* Reynolds, 1 Speers (S. C.), 253, 40 Am. Dec. 599; Riggs *v.* Riggs, 135 Mass. 238, 46 Am. Rep. 464.

"In the case of a blind man the superintending control which in other cases is exercised by sight, must be transferred to the other senses." Ray *v.* Hill, 3 Strob. (S. C.), 304, 49 Am. Dec. 647.

"He must first be made sensible, through his remaining senses, that the witnesses subscribed in his presence." Reynolds *v.* Reynolds, 1 Speers (S. C.), 256, 40 Am. Dec. 599.

"It is true that it is stated in many cases that witnesses are not in the presence of the testator unless they are within his sight; but these statements are made with reference to testators who can see. As most men can see, vision is the usual and safest test of presence, but it is not the only test. A man may take note of the presence of another by the other senses, as hearing or touch. Certainly, if two blind men are in the same room, talking together, they are in each other's presence. * * * In cases where he has lost or can